

WALLER LANSDEN DORTCH & DAVIS

A PROFESSIONAL LIMITED LIABILITY COMPANY

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D Billye Sanders
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bsanders@wallerlaw.com

March 27, 2001

Via Hand-Delivery

K. David Waddell
Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37219

Re: Application of Memphis Networx, LLC for a Certificate of Public Convenience and Necessity to Provide Intrastate Telecommunication Services and Joint Petition of Memphis Light Gas & Water Division, a Division of the City of Memphis, Tennessee ("MLGW") and A&L Networks-Tennessee, LLC ("A&L") for Approval for Agreement Between MLGW and A&L regarding Joint Ownership of Memphis Networx, LLC, as Amended to Substitute Memphis Broadband for A&L; Docket No.99-00909 – Substitute Exhibit to the Stipulations of Fact

Dear Mr. Waddell:

Enclosed you will find fourteen (14) copies of a substitute Exhibit 2 to the Joint Stipulations of Fact that were filed on March 26, 2001 by Memphis Networx, LLC, Memphis Light Gas & Water Division, Memphis Broadband, LLC, Tennessee Cable Telecommunications Association, Time Warner Communications and Time Warner Telecom of the Mid-South, LP. This Exhibit 2 supercedes the prior Exhibit 2. The Exhibit 2 that was made with the original filing should be discarded.

K. David Waddell
March 27, 2001
Page 2

We apologize for any inconvenience.

Sincerely,



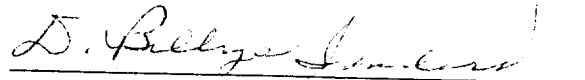
D. Billye Sanders
Attorney Memphis Light Gas & Water
Division and Memphis Networx, LLC

DBS:lmb
Enclosures

cc: Parties of Record
John Knox Walkup, Esq.
Charlotte Knight Griffin, Esq.
Ward Huddleston, Esq.

CERTIFICATE OF SERVICE

I, D. Billye Sanders, hereby certify that on this 27th day of March, 2001, a true and correct copy of the foregoing was delivered by hand delivery, facsimile or U.S. Mail postage pre-paid to the Counsel of Record listed below.



D. Billye Sanders

Charles B. Welch, Jr., Esq.
John Farris, Esq.
Farris, Mathews, Branam, Bobango
& Hellen, P.L.C.
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Nashville, TN 37219

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Communications of the Mid-South, L.P.,
and the Tennessee Cable
Telecommunications Association

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Boult Cummings Conners &
Berry, PLC
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P. O. Box 198062
Nashville, TN 37219

Attorney for NEXTLINK, Tennessee,
Inc.

REVOLVING LINE OF CREDIT NOTE

\$20,000,000.00

Memphis, Tennessee
September 30, 1999

FOR VALUE RECEIVED, the undersigned, TELECOMMUNICATIONS DIVISION OF THE ELECTRIC DIVISION OF THE MEMPHIS LIGHT, GAS AND WATER DIVISION, OF THE CITY OF MEMPHIS (hereinafter referred to as "Maker"), promises to pay to the order of THE ELECTRIC DIVISION OF THE MEMPHIS LIGHT, GAS AND WATER DIVISION, OF THE CITY OF MEMPHIS (hereinafter referred to as "Payee"), the sum of Twenty Million and No/100 Dollars (\$20,000,000.00), or so much thereof as shall be advanced from time to time by the Payee to the Maker, together with interest as follows: The interest rate for each calendar month shall be the monthly average of the prime lending rate posted by a majority of the nation's largest banks that appear daily in The Wall Street Journal less three (3) percentage points (the "Index Rate"), but in no event shall the interest rate for any calendar month be less than the highest rate of interest then earned by the Payee on its invested electric plant funds, in accordance with the requirements of Tennessee Code Annotated Section 7-52-402(2) (the "Minimum Rate"). In the event the Index Rate in any calendar month is less than the Minimum Rate, the interest rate for that month shall be the Minimum Rate.

Interest on all advances outstanding shall be paid semi-annually with such payments being due and payable on January 1 and July 1 each year.

On the maturity date, January 1, 2010 (the "Maturity Date") the entire outstanding principal balance, together with all accrued and unpaid interest, shall be immediately due and payable in full.

Prior to the Maturity Date, Maker may borrow up to the principal amount of this Note and repay (without premium or penalty) and re-borrow funds so long as the principal amount of the funds disbursed hereunder at no time exceeds Twenty Million and No/100 Dollars (\$20,000,000.00).

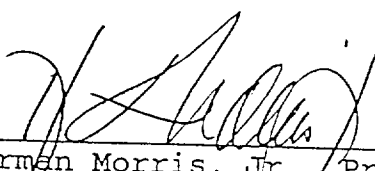
Time is of the essence of this Note. It is hereby expressly agreed that in the event that any default be made in the payment of any part of interest or principal in accordance with the terms hereof, or upon failure of Maker to keep and perform all the covenants, promises, agreements, conditions and provisions of this Note, or any other instrument or document now or hereafter evidencing, securing or otherwise relating to the indebtedness evidenced hereby; then, in any such case, the entire unpaid principal sum evidenced by this Note, together with all accrued interest, shall, at the option of the Payee, without notice, become due and payable forthwith, regardless of the stipulated Maturity Date. Upon the occurrence of any default as set forth herein, at the option of Payee and without notice to Maker, all accrued and

unpaid interest, if any, shall be added to the outstanding principal balance hereof, and the entire outstanding principal balance, as so adjusted, shall bear interest thereafter until paid, regardless of whether or not there has been an acceleration of the payment of principal as set forth herein. All such interest shall be paid at the time of and as a condition precedent to the curing of any such default. Failure of Payee to exercise this right of accelerating the maturity of the debt, or indulgence granted from time to time, shall in no event be considered as a waiver of said right of acceleration or stop Payee from exercising said right.

IN WITNESS WHEREOF, this Note has been duly executed by Maker the day and year first above written.

TELECOMMUNICATIONS DIVISION OF THE
ELECTRIC DIVISION OF THE MEMPHIS LIGHT,
GAS AND WATER DIVISION, OF THE CITY OF
MEMPHIS

By:


Herman Morris, Jr., President
and Chief Executive Officer